Generally the husband has the right to choose the domicile of his family as the law imposes on him the duty to provide a home, and the duty implies the right to select the home. *Kennedy* v. *Kennedy,* 87 Ill. 250. But the power lodged in the husband is not without limitations. *Angier* v. *Angier,* 7 Phila. 305. The wife's refusal to follow the husband is not desertion, unless such refusal is unreasonable. *Gleason* v. *Gleason,* 4 Wis. 81. The refusal to follow the husband is not unreasonable, if he has made the change in bad faith; he must choose a reasonable place, and what is a reasonable place must depend upon their finances and their accustomed mode of life. *Vosburg* v. *Vosburg,* 136 Cal. 195. In *Franklin* v. *Franklin,* 190 Mass. 349, the court said: "We can conceive of a change in domicile so plainly unreasonable, in reference to health and welfare of wife, as would justify her in not following him." Poverty of the husband or his inability to provide the wife with an establishment suited to her views and former station of life is not sufficient ground for refusing to follow him. *Messenger* v. *Messenger,* 56 Mo. 329. There are some dicta to the effect that the husband cannot require the wife to leave all her relatives and friends and follow him. *Boyce* v. *Boyce,* 23 N. J. Eq. 337, *Vosburg* v. *Vosburg,* 136 Cal. 195. But these have no judicial support. *Hardenburg* v. *Hardenburg,* 14 Cal. 654, *Hair* v. *Hair,* 10 Rich. Eq. 163. The principal case goes, perhaps, as far as any in support of these dicta. It would seem that by the above authorities the change made by the husband would not have been considered unreasonable.

EASEMENT BY IMPLIED GRANT.—Where the owner of entire premises located on two lots had arranged for and used three feet of one lot as a passage-way to gain access to the rear of the adjoining lot, and such passage-way was notorious, apparent, continuous, highly convenient and very beneficial, and afterwards the premises are severed and the title vested in separate owners; *Held,* that by implication the right to the said three feet as a passage-way became vested in the purchaser of the quasi-dominant estate as a true easement. *Feitler* v. *Dobbins,* (Ill. 1914) 104 N. E. 1088.

There is no question as to what the courts of Illinois consider the requisites of an easement by implied grant, the terms employed being, "continuous," "apparent," and "necessary to the reasonable enjoyment." *Hadden* v. *Shoutz,* 15 Ill. 581; *Morrison* v. *King,* 62 Ill. 30; *Clarke* v. *Gaffeney,* 116 Ill. 362; *Cihak* v. *Klekr et al,* 117 Ill. 643; *Hawkins* v. *Hendricks,* 247 Ill. 517. Defining the latter term, *Newell* v. *Sass,* 142 Ill. 104, says, "It is sufficient that the easement claimed be convenient and highly beneficial." On the question as to what shall constitute the requisites of an easement by implied grant-back or reservation, however, there is a diversity of opinion. *Ingals* v. *Plamondon,* 75 Ill. 118, states that the requisites for implied reservation are first, defacto existence of the quasi-easement at the time of the conveyance; second, that it be continuous, and third, that it be apparent. The later case of *Powers* v. *Heffernan,* 233 Ill. 597 states that it is not essential that such use be a matter of absolute necessity; it is sufficient if it be open and visible and is a reasonable necessity and not a convenience. A comparison of the facts and language of this case and the principal case does not seem to

warrant the distinction between the terms "reasonably necessary" and "convenient and highly beneficial." The logical conclusion would seem to be that Illinois courts recognize no actual distinction between the requisites necessary for an easement by implied grant, and one by implied reservation. For further reference see 9 MICH. LAW REV. 709; and 3 ILL. LAW REV. 187.

EQUITY—CLEAN HANDS.—Defendant contracted to serve the Philadelphia Ball Club for the 1913 season with a reservation that he was to contract with and continue in service of said Club for succeeding seasons at a salary to be determined later, the Club having the right to terminate the contract on ten days notice. Complainants, the Federal Club, knowing of this contract, induced defendant to sign a contract to play ball for it and "no other party." Thereafter defendant contracted with the Philadelphia Club according to the reservation. Complainant sought to enjoin defendant from playing ball contrary to the terms of his contract with it. *Held,* that although the reservation in the Philadelphia contract was not enforceable at law as between the parties, being but an agreement to make a contract, complainants having induced a breach of the same were not entitled to the relief sought under the maxim that he who comes into equity must come with clean hands. *Weeghman et al* v. *Killifer et al.* (C. C. A. 1914) 215 Fed. 289.

The case is an excellent illustration of the application of a very old equitable maxim and is the only one found, holding that inducing the breach of an unenforceable contract amounts to such misconduct as will deprive the suitor of equitable relief. It has long been held, however, that unjustifiable interference with the relation of master and servant is an actionable wrong even though the contract of service is not binding. *Keane* v. *Boycott,* 2 H. Bl. 511; *Rice* v. *Manley,* 66 N. Y. 82; *Noice Adnir* v. *Brown,* 39 N. J. Law 569; *Duckett* v. *Pool,* 36 S. C. 283; *Haskins* v. *Royster,* 70 N. C. 601. The conduct may be something less than fraud. *Sanders* v. *Cauley,* 52 Tex. Civ. App. 261, approving POMEROY to the effect that "any really unconscionable conduct connected with the controversy to which he is a party, will repel him from the forum whose very foundation is good conscience." POMEROY EQ. JUR. (3rd ed.) § 404; *Vulcan Detinning Co.* v. *American Can Co.,* 70 N. J. Eq. 588; *Messner* v. *Lypens & W. Val. St. Ry. Co.,* 13 Pa. Sup. Ct. 429; *Nebraska Tel. Co.* v. *Western Independent Long Distance Tel. Co.,* 68 Neb. 772. The maxim applies only to wilful misconduct connected with the matter in litigation and not to some other illegal transaction. *Mason* v. *Carrothers,* 105 Me. 392; *Williams* v. *Beatty,* 139 Mo. App. 167; *Roote* v. *Roote,* 33 App. D. C. 378; *Carr* v. *Craig,* 138 Iowa 526; *Mossler* v. *Jacobs,* 66 Ill. App. 571. That equity will enforce negative stipulations in baseball contracts was settled by the case of *Philadelphia Ball Club* v. *Lajoic,* 202 Pa. St. 210, 51 Atl. 973. The same has been true of theatrical performer's contracts for many years. *Morris* v. *Coleman,* 18 Ves. 436; *Daly* v. *Smith,* 38 N. Y. Sup. Ct. 158; *Hayes* v. *Willis,* 11 Abb. Pr. N. S. 167; *Canbry* v. *Russel,* 16 Fed. 37 and the leading case of *Lumley* v. *Wagner,* 1 De. Gex. M. & G. 604.